

Chittur & Associates, P.C.

Attorneys & Counselors at Law
286 Madison Avenue Suite 1100
New York, New York 10017
Tel: (212) 370-0447
Fax: (212) 370-0465
Email: kchittur@chittur.com

May 29, 2010

1. [REDACTED]

2. [REDACTED]

Re: [REDACTED]

Greetings:

This Letter of Engagement is furnished to you in accordance with Part 1215 of the Joint Rules of the Appellate Division.

Having reviewed with you the Statement of Client's Rights and the Statement of Client's Responsibilities, copies of which are enclosed herewith, we have undertaken representation of you, at your behest, in connection with the matter referred to above.

SCOPE OF REPRESENTATION

All proceedings and activities to defend your interests in the above actions, and to prosecute counterclaims, if any, on your behalf.

FEES, EXPENSES AND BILLING PRACTICE

We will bill you at the rate of \$600 an hour for Mr. Chittur, and \$350/hour for associate attorneys' time. In addition, you will be responsible for all out-of-pocket expenses. You will pay us an advance of \$20,000.

You agree to pay all our dues timely, or, if such sum remain unpaid within one week thereof, pay interest at 2% per month thereafter.

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You agree that we may retain our fees and/or other dues from any money/property received by us in settlement or collection of the claims. You hereby authorize us to endorse any check(s) received in your name or on your behalf.

If we have to resort to legal proceedings to recover any fees and/or expenses due hereunder, you further agree to pay attorneys' fees incurred for such proceedings at \$600 per hour, together with all costs and disbursements incurred in such proceedings.

AUTHORIZATION

You authorize us to do all things necessary to protect your interests in the above proceedings, and empower us to sign all appropriate pleadings, documents and other papers, to receive any moneys or property which may be payable or deliverable to you on account of any judgment, or settlement of the claims, and to endorse, negotiate or deposit any check received in payment or settlement of the claims. You agree to cooperate fully in defense of the claims (and the prosecution of any counterclaims, if asserted) and will not sell or transfer the claims or any interest therein nor encumber it in any way.

REPRESENTATION OF AUTHORITY

You represent and warrant that the persons signing this agreement below on your behalf are duly authorized to enter into this agreement on behalf of yourselves, and bind the said Vishva Seva Ashram of New York d/b/a Sarva Dev Mandir, under New York law.

You further represent and warrant that you will do everything necessary to ensure that the persons signing this agreement below on your behalf are duly authorized to enter into this agreement on behalf of yourselves, and bind the said Vishva Seva Ashram of New York d/b/a Sarva Dev Mandir, under New York law.

DISCHARGE

You may, in good faith, discharge us at any time. In such case, all our outstanding dues for attorneys' fees at the rate of \$600 per hour, and all expenses incurred, shall be paid forthwith.

ARBITRATION

In the event that a dispute arises relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

May 29, 2010

This agreement is retroactive, and covers all proceedings and activities undertaken in the above and related proceedings thus far.

Chittur & Associates, P.C.

/s/

By: Krishnan S. Chittur, Esq.

Agreed To:

By: